



## **INVITATION TO BID #19-034**

### **Traffic Signs Maintenance and Emergency Road Closure**

**Pre-Bid Conference:  
April 18 2019; 11 a.m.**

**City Hall  
Barfield Training Rm- 2<sup>nd</sup> Floor  
1 Galambos Way  
Sandy Springs, GA 30328**

**Bid Due Date:  
May 3, 2019; 2:00 p.m.**

**Bids shall only be accepted online through the Bonfire Portal at  
<https://sandysprings.bonfirehub.com/projects/view/14164>. Any proposal submitted in any  
other format (email, paper, fax, mail, etc.) will not be accepted for any reason.**

#### **General Information:**

1. All communications regarding this solicitation must be with the assigned Procurement Agent, Dezirae Gaines, [purchasing@sandyspringsga.gov](mailto:purchasing@sandyspringsga.gov).
2. All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: <https://sandysprings.bonfirehub.com/projects/view/14164>. Questions are due **no later than April 19, 2019; 5:00 p.m.** Questions received after this date and time may not be answered.
3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes and other important information regarding the solicitation related to this solicitation will be posted on Bonfire website at <https://sandysprings.bonfirehub.com/projects/view/14164>. It is the Offeror's responsibility to check the Bonfire portal for any addendum or other communications related to this solicitation.
4. The form of contract ("Model Contract") the City intends to execute with the selected contractor is included for your review.
5. The City of Sandy Springs reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Sandy Springs.
6. The City of Sandy Springs is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their quotes prior to the due date of this solicitation.

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Payment Bond  
Maintenance Bond  
List of Subcontractors

**CITY OF SANDY SPRINGS  
INVITATION TO BID #19-034**

The City of Sandy Springs is accepting sealed bids from qualified firms for ITB # 19-034. Traffic Sign Maintenance and Emergency Road Closures, for the Public Works Department. The contractor must self-perform tasks constituting a minimum of one hundred percent (100%) of the value of the contract. 1099 employees shall not be used. Work will be done in accordance with Georgia Department of Transportation's (GDOT) Standard Drawings, Standard Specifications, and Pay Items Index as standards and specifications for the construction and completion of the work required.

All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein. Deadline for questions from prospective contractors is **April 19, 2019; 5:00 p.m.** Questions received after this date and time may not be answered.

Sealed bids will be received no later than **May 3, 2019; 2:00 p.m.** Bids shall only be accepted online through the Bonfire Portal at <https://sandysprings.bonfirehub.com/projects/view/14164>. Any proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason. Bids received after the above time will not be accepted.

Bid packages are available on Bonfire: <https://sandysprings.bonfirehub.com/projects/view/14164> and also may be downloaded from the DOAS website ([www.doas.georgia.gov](http://www.doas.georgia.gov)). All questions should be forwarded in writing to Dezirae Gaines at [purchasing@sandyspringsga.gov](mailto:purchasing@sandyspringsga.gov). Please refer to **ITB 19-034 Traffic Signs Maintenance and Emergency Road Closure**, when requesting information. The City of Sandy Springs reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Sandy Springs.

The City of Sandy Springs reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Sandy Springs.

The selected contractor must be able to start work on **July 1, 2019** after the "Notice to Proceed" is issued. Section 108.08 of the State of Georgia Department of Transportation Standard Specifications Construction of Transportation Systems (current edition) shall be applied.

TO: PURCHASING MANAGER

CITY OF SANDY SPRINGS  
SANDY SPRINGS, GEORGIA 30350

**Ladies and Gentlemen:**

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Sandy Springs, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

**ITB # 19-034**  
**TRAFFIC SIGN MAINTENANCE AND EMERGENCY ROAD CLOSURES**

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Sandy Springs in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems (current edition).

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

If this bid shall be accepted by the City of Sandy Springs and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the City of Sandy Springs may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond or certified check shall be forfeited to the City of Sandy Springs as liquidated damages.

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date Received
_____	_____
_____	_____
_____	_____

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:  
Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_

Bidder \_\_\_\_\_  
Company Name

Seal

Bidder Mailing Address:

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **BIDDING INSTRUCTIONS**

**Failure to submit the following bid documents may result in the bid being deemed non-responsive and the bid shall be rejected:**

City Bid Form and Addenda Acknowledgment Insurance  
Requirements  
City Qualification Signature and Certification Form City  
Corporate Certificate  
City List Subcontractors  
Affidavit Verifying Status for City Public Benefit Application

Contract Agreement-including all related Articles and Exhibits (Unit Price and Bid Proposal Form) filled out, and authorized by the Contractor.

**In addition, the following items shall be submitted after contract award:**

City Bid Bond Form  
City Performance Bond Form  
City Payment Bond Form  
City Maintenance Bond

## **BONDING REQUIREMENTS**

Each bid must be accompanied with a BID BOND (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Sandy Springs.

Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

Upon award, the Successful Bidder shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project.

Bonding shall be in the following amounts:

<b>Bond Type</b>	<b>Amount</b>
<b>Payment Bond</b>	<b>One hundred ten percent (110%) of the contract</b>
<b>Performance Bond</b>	<b>One hundred percent (100%) of the contract</b>
<b>Maintenance Bond</b>	<b>To be issued after project one-third (1/3) of contract completion</b>

The Successful Bidder shall also be required to furnish a Maintenance Bond guaranteeing the repair or replacement caused by defective workmanship or materials for a period of one (1) year from the completion of construction.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

**QUALIFICATIONS SIGNATURE AND CERTIFICATION**  
**(Bidder to sign and return)**

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq., have not been violated and will not be violated in any respect.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print/Type Name \_\_\_\_\_

Email Address \_\_\_\_\_

Print/Type Company Name Here \_\_\_\_\_



## SERVICE AGREEMENT

This Service Agreement (hereinafter "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ (hereinafter "Contractor") located at \_\_\_\_\_ and the City of Sandy Springs, Georgia (hereinafter "Sandy Springs").

### WITNESSETH:

**WHEREAS**, Contractor is engaged in the business of providing Traffic signs maintenance and emergency road closure services and

**WHEREAS**, Sandy Springs has a need to acquire the services described in the Contractor Proposal attached hereto as Exhibit A (hereafter "Services"); and

**WHEREAS**, Contractor is willing and able to render the Services and wishes to perform the Services for Sandy Springs; and

**WHEREAS**, Sandy Springs wishes to acquire the Services from Contractor;

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **Services.**

Contractor hereby agrees to render the Services to Sandy Springs as set forth in the *Scope of Services* attached hereto as Exhibit A and incorporated herein by this reference. Contractor agrees to perform the Services at the direction of the *project manager* or designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. **Compensation.**

a. **Fee.** As consideration for the Services, Sandy Springs shall pay to Contractor the fee described in Exhibit B attached hereto and incorporated herein by this reference.

b. **Manner of Payment.** Contractor shall, on a monthly basis, prepare and submit to the Sandy Springs Finance Department an invoice, indicating work performed and approved and additional equipment expenses incurred during the applicable time period, together with such supporting documentation as may be required by Sandy Springs. Each compliant invoice shall be

paid within thirty (30) days after submission of an invoice.

3. **Relationship of Parties.**

a. **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Sandy Springs and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Sandy Springs and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. **Employee Benefits.** Contractor shall not be eligible for any benefit available to employees of Sandy Springs including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Sandy Springs.

4. **Term**

This Agreement shall become effective as of the date of June 30, 2019. The term of this Contract shall be for five (5) performance years, with one (1) base year and four (4) one-year renewal options and a period of one (1) month for phase-in, contingent upon annual appropriations of funds by the City of Sandy Springs City Council. The Contract shall terminate at the close of each calendar year, but will automatically renew absent any positive action by the City.

5. **Termination.**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

a. If Sandy Springs fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;

b. If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement;

c. If Sandy Springs or Contractor shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by either party by giving written notice thirty (30) days prior to the effective date of termination.

If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

**6. Termination of Services and Return of Property.**

Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to Sandy Springs all property relating to the Services and any Work Product (as defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

**7. Standard of Performance and Compliance with Applicable Laws.**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act attached hereto as Exhibit C, in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit D, and in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit E, Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit F, and agrees to execute and provide such certifications to Sandy Springs, which are incorporated into and made a part of this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in EXHIBIT H, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, attached hereto and incorporated herein.

**8. Conflicts of Interest.**

Contractor warrants and represents that:

- a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement; and

d. Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

9. **Proprietary Information; Non-Solicitation.**

Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Sandy Springs including, but not limited to, information concerning Sandy Springs, its operations, customers, citizens, business and financial condition, as well as information with respect to which Contractor has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Contractor agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Contractor under this section shall survive the termination of this Agreement.

10. **Insurance and Indemnification**

Contractor agrees to defend, indemnify and hold harmless the City of Sandy Springs, to the extent allowed by applicable law, from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by Contractor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit G and incorporated herein by this reference.

11. **Non-Discrimination**

During performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. Contractor's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws.

Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials

**12. Assignment.**

Contractor shall not assign this Agreement or the rights and obligations created herein without the prior express written consent of Sandy Springs. Any attempted assignment by Contractor without the prior express written approval of Sandy Springs may, at Sandy Springs' sole option, result in the termination of this Agreement without any notice to Contractor of such termination.

**13. Notices.**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

**If to Sandy Springs:**

John McDonough, City Manager  
7840 Roswell Road, Building 500  
Sandy Springs, Georgia 30350

**With copies to:**

Dan Lee, City Attorney  
7840 Roswell Road, Suite 330  
Sandy Springs, Georgia 30350

**If to Contractor:**

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

**With copies to:**

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

**14. Governing Law and Consent to Jurisdiction.**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The Courts in Fulton County, Georgia shall have jurisdiction over any litigation arising out of this agreement.

**15. Waiver of Breach.**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

**16. Disputes**

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar day's written notice to Sandy Springs of the claim and the intent to initiate a civil action.

**17. Severability**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

**18. Entire Agreement.**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

**19. Heading**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

**20. Interpretation of Exhibits and Exclusion of External References**

The provisions of the main body of this Agreement shall govern the relationship between the City and the Contractor. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by Contractor, the provisions of the main body of this Contract Agreement shall control. Website links inserted by the Contractor into exhibits or attachments to this Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction or interpretation of this Agreement.

**21. Copyright, Trademark and Patent Indemnification**

Contractor warrants it has the rights to use and license all products, software and services provided under this agreement. Contractor further agrees to defend and save harmless Sandy Springs against any claims brought by a third party including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with a claim that the Software, Products and Services used in the scope of this agreement violated a third party's trademark, copyright or patent. Copyright, Trademark and Patent Indemnification shall survive the termination, cancellation or expiration of this agreement.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

**CITY OF SANDY SPRINGS, GEORGIA**

By: \_\_\_\_\_  
John McDonough, City Manager

\_\_\_\_\_  
Date of Execution

ATTEST:

By: \_\_\_\_\_  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

(SEAL)

\_\_\_\_\_  
**CONTRACTOR NAME**

By: \_\_\_\_\_  
Name:

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

ATTEST:

By: \_\_\_\_\_  
Secretary

(SEAL)

\_\_\_\_\_  
Witness

This Agreement to be executed in one (1) original.

## **EXHIBITS**

<b>EXHIBIT A</b>	Scope of Services
<b>EXHIBIT B</b>	Contractor Proposal
<b>EXHIBIT C</b>	Bid Schedule
<b>EXHIBIT D</b>	Certification of Contractor - Georgia Security and Immigration Compliance Act
<b>EXHIBIT E</b>	Certification of Sponsor Drug-Free Workplace
<b>EXHIBIT F</b>	Insurance Requirements
<b>EXHIBIT G</b>	Notice to Contractors Compliance with Title VI of the Civil Rights Act of 1964

## **Appendices**

**EXHIBIT A**  
**TO CONTRACT AGREEMENT**  
**SCOPE OF SERVICES**

Contractor is to provide maintenance of traffic services for traffic signal maintenance, traffic sign maintenance, traffic calming devices, emergency road closures, detours, and special events. All work must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and GDOT technical standards and specifications for traffic signs, traffic signals, road closures, and detours regarding all maintenance or minor construction within public rights of way, including, but not limited to, traffic signs, traffic control devices, and work zone safety.

**MAINTENANCE SERVICES:**

1. Replace and install new signs, perform traffic sign maintenance, install raised pavement markers, place portable changeable message signs (PCMS), install traffic calming devices, and perform other work mutually agreed upon by both parties. All work to be in accordance with City's Public Works work order system based on the following priorities:

- Priority 1-Complete within twenty four (24) hours.
- Priority 1-Red series signs completed within two (2) hours of notification.
- Priority 2-Complete within seventy-two (72) hours.
- Priority 3-Complete within ten (10) business days.
- Priority 4-Complete within thirty (30) business days.

2. Provide site inspections and recommendations for signs on City streets based on the MUTCD, latest edition, and accepted traffic engineering standards and practices such as those set forth by Institute of Traffic Engineers (ITE) as needed.

3. Update and maintain City sign inventory in City's Geographic Information System.

4. Routinely drive routes and identify maintenance needs based on poor sign condition, lack of retro reflectivity, and other need for replacement. This includes providing routine inspection of signs at night.

5. Provide sign maintenance services including installation, cleaning, reposting, and replacement; trimming foliage around signs and/or the blocking of sight visibility of signs; checking retro-reflectivity of signs; and the removal of graffiti from signs and traffic signal cabinets.

6. Request and confirm utility locates as required by Georgia Law for all elements that penetrate the ground including sign locations.

7. Provide all traffic control at work locations per MUTCD, latest edition.

8. Install and repair rubberized modular speed cushions, delineators, bollards, and related traffic calming devices.
9. Install raised pavement markers.
10. Maintain, transport, set-up, program and activate the portable changeable message signs (PCMS) as directed.
11. Properly dispose of foliage trimmed from around signs, signals or street lights.

#### **SIGN MATERIALS:**

On a per request basis by the City, the awarded contractor is to provide sign materials as follows:

1. Contractor shall provide a minimum amount of materials to complete day-to-day operations as listed in Table 1. Any materials furnished or installed not meeting the standards or requirements of the City will be replaced at the contractor's expense.
2. Contractor shall provide all sign materials and posts and ensure compliance with the MUTCD (latest edition) and current City standards.
3. All materials shall be listed by the MUTCD sign codes and be standard roadway sizes. All materials shall be High Intensity Prismatic (HIP) grade reflective sheeting (3M 4090 or equivalent) unless otherwise directed by a City representative prior to the fabrication and installation of the sign.
4. Contractor shall be subject to random inspection of the inventory levels and available equipment.

#### **SIGN EQUIPMENT:**

Contractor shall provide sign equipment as follows:

1. Proper equipment necessary to install and remove signs in a timely manner.
2. Provide truck(s) of sufficient size and that are designed to hold signs in an upright position so the signs will not be scratched or damaged. Truck(s) must also provide an adequate storage area for other equipment and debris that are separated from and will not damage signs and equipped with a trailer hitch for towing.
3. Contractor shall have the following equipment/tools on the truck(s) at all times:
  - One (1) Digital Camera

- Wrenches and sockets
- Hedge clippers/ hedge trimmers
- Tree Loppers
- Manual post removal equipment
- Hydraulic post removal equipment
- Post installation equipment
- Chain saw
- Two (2) power impact drills and all appropriate size and type bits to complete work in any surface
- Two-foot and four-foot levels
- 2-part epoxy gun
- Tape measure & measuring wheel
- Graffiti removal products
- Cleaning supplies such as water, water bottles, shop rags, towels, squeegees and any other chemicals needed to complete work orders
- Ten (10) large traffic cones with retroreflective strips

4. Contractor shall provide additional tools and test equipment necessary to perform all services covered by this scope of work at no additional expense to the City.

5. Provide and install a GPS device in each dedicated vehicle that shall integrate with the City's GIS system.

6. Provide a smart phone for each personnel performing services under this scope of work for regular services and on-call and emergency services.

7. The City will provide one (1) iPad for assignment to the Project Manager.

#### **ADMINISTRATIVE ITEMS:**

Contractor shall:

1. Appoint and provide an on-site Project Manager with complete contact information including email address and cellphone number to attend weekly meetings to discuss sign-related issues and to discuss sign-related issues within four (4) hours of phone contact by a City representative. The on-site Project Manager is responsible for overseeing the day-to-day work order system and shall provide field services as needed.

2. The Project Manager shall be responsible for reporting to the Designated City Representative the following:

1. Daily – Completed Work Orders in City's database
2. Weekly – Weekly Status Report of Completed and Anticipated Work
3. Monthly – Monthly Summary with Invoice, Issues, Concerns, or Needs

4. Bi-Monthly (Every two months) – Performance Review Progress Report (Summary of Hours Worked, Completed Work Orders, Work Order Backlog)

5. Notify the Designated City Representative of any change in personnel within one (1) week of rotation.

6. Invoice the City for services and materials by the 5th business day of the month for the previous month. Invoices shall follow the invoice requirements contained in the contract. All materials shall have the City's work order number associated to each type of material used. Contractor shall prepare and submit a separate invoice for each City project.

Invoices shall be sent to:      City of Sandy Springs  
Accounts Payable  
1 Galambos Way  
Sandy Springs, Georgia 30328  
770.206.1440

#### **DAILY WORK SCHEDULE:**

Travel time to and from the City of Sandy Springs is NOT included in this scope. Contractor's crew shall work a 40-hour work week consisting of five (5) days of eight (8) consecutive hours, not including a one (1) hour lunch. Contractor's crew shall work within the City boundaries during the work week except for non-regular City-defined holidays. All crew members shall report to the city office by 8:00 AM, equipped with the designated vehicle, tools, equipment and materials to complete that day's tasks.

#### **HOLIDAY SCHEDULE:**

The following dates are considered to be holidays under this scope of work:

- New Year's Day
- Martin Luther King, Jr's Birthday
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

## **CONTRACTORS PERFORMANCE EVALUATIONS:**

The City representative will conduct bi-monthly (every two months) performance reviews with the contractor's Project Manager.

The City's evaluation will cover the following:

- Work order completion including quality of work performed.
- Work order paperwork completion, (on time and correct),
- Overall crew performance, including:
  - Arriving on time for work.
  - Proper attire for the job (Note: T-shirts and sweat pants are NOT acceptable.)
  - Adequate job knowledge to perform tasks according to industry standards.
  - Crew's attitude and willingness to do what is necessary to finish the assigned tasks efficiently, correctly and completely.
  - Accuracy and completion of work orders verified by field check.
  - Accuracy and completion of proper billing in a timely manner.
  - Required meeting attendance or contractor Project Manager availability.
  - Preparation of safety reports when applicable.
  - Inventory levels for material and equipment.

Any unsatisfactory performance will be documented by the Designated City Representative in writing to the contractor's Project Manager.

1. Unsatisfactory performance ratings are subject to the terms and conditions, including but not limited to, termination.
2. Any contractor employee that the City determines to be incapable of performing the services required in the scope of work is subject to removal from the project. If an employee is removed from the project, the contractor shall replace the employee in a timely manner within three business days at no additional cost to the City of Sandy Springs.

## **HEALTH & SAFETY REQUIREMENTS:**

Contractor shall:

1. Report all property damage to the City Public Works Director or his/her designee immediately.
2. Report any crash or accident to the City Public Works' Director or his/her designee immediately.

3. Submit quarterly safety reports to the City's Public Works Director or his/her designee including the number of training sessions conducted, the number of OSHA recordable injuries, and the number of loss time injuries.

#### **SIGN CREW REQUIREMENTS:**

Contractor shall provide one (1) crew consisting of an on-site Project Manager (skilled crew leader); two (2), two-person work crews to perform sign maintenance and installation services; and in the event of an emergency, an Emergency Call Services Project Manager and one (1) two person crew.

The skilled Project Manager shall have a minimum of five (5) years of experience as it relates to sign maintenance and should be at a minimum a Level II International Municipal Signal Association (IMSA) certified Sign Technician. All crew members shall meet the minimum criteria as required by GDOT for traffic flagging and possess a valid Georgia driver's license. Crew members shall be properly trained in the cutting and trimming of branches and tree limbs.

The Emergency Call Services Project Manager shall have the same qualifications as the on-site daily Project Manager.

#### **ON-CALL (AFTER-HOURS) AND EMERGENCY CALL SERVICES:**

Contractor shall act as first responder to after-hour calls and shall provide on-call emergency services in regards to inoperable traffic signals, road closures, lane closures, detours, or downed red series signs with a maximum response time of two (2) hours. This service shall be required seven (7) days per week, fifty two (52) weeks per year. After-hours are considered to be any weekday outside of normal work hours (Daily Work Schedule), all day Saturday and Sunday and City designated Holidays (Holiday Schedule). The Contractor is required to respond to the on-call City representative within 15 minutes of receipt of the call.

Contractor shall provide one separate Emergency Call Services Project Manager, as needed, in addition to the daily Project Manager.

Contractor shall provide twelve (12) type III barricades with road closure signs attached, one hundred (100) large traffic cones with reflective collars, and twenty-five (25) barrels with reflective collars. All equipment shall be clearly marked with company ensign or logo. The City shall provide supplemental equipment that the contractor may be required to deploy at no additional charge.

Contractor shall pre-position barricades, detour signs, and portable changeable message signs (PCMS) in anticipation of emergencies or special events. Emergencies may include impending weather such as snow, ice, heavy rain or thunderstorms as directed by the Designated City Representative.



**EXHIBIT B**  
**Contractor Proposal**

**EXHIBIT C  
TO CONTRACT AGREEMENT  
BID SCHEDULE**

**1. TRAFFIC SIGN MAINTENANCE:**

DESCRIPTION	ANNUAL RATE
40 HOURS PER WEEK TWO CREW (1 Project Manager plus 2 crew men AND THREE (3) 1-TON SERVICE TRUCK)	\$
40 HOURS PER WEEK TWO CREW (2 crew men and One (1) 1-TON SERVICE TRUCK)	\$
SIGNAGE INFRASTRUCTURE MATERIAL ALLOWANCE	\$ 90,000.00
EMERGENCY CALL-OUT ALLOWANCE	\$ 12,000.00
Total Bid	\$

The City may acquire other services from the vendor; provided, however, no charges shall be authorized without written authorization for the City prior to such cost being incurred.

**2. EMERGENCY ROAD CLOSURES, SIGN PLACEMENT AND TREE TRIMMING**

EMERGENCY ON-CALL SERVICES WITH ONE MAN AND A PICKUP TRUCK WILL BE BILLED PER HOUR  
\$\_\_\_\_\_ (MINIMUM OF 2 HOURS)

EMERGENCY ON-CALL SERVICES WITH TWO MEN AND A PICKUP TRUCK WILL BE BILLED PER HOUR  
\$\_\_\_\_\_ (MINIMUM OF 2 HOURS)

EMERGENCY ON-CALL SERVICES WITH ONE MAN AND A SERVICE TRUCK WILL BE BILLED PER HOUR  
\$\_\_\_\_\_ (MINIMUM OF 2 HOURS)

EMERGENCY ON-CALL SERVICES WITH TWO MEN AND A SERVICE TRUCK WILL BE BILLED PER HOUR  
\$\_\_\_\_\_ (MINIMUM OF 2 HOURS)

AFTER HOURS EMERGENCY CALL SERVICES PROJECT MANAGER BE BILLED PER HOUR  
\$\_\_\_\_\_ (MINIMUM OF 2 HOURS)

(Continued on next page)

### 3. MATERIALS COST SCHEDULE (TABLE 1)

TYPE OF MATERIAL	SIZE	DESIGNATION	NOTE	COST (EA)
SIGN POST	6'			\$
SIGN POST	10'			\$
SIGN POST	12'			\$
STUB	3'			\$
TOPPER BRACKET				\$
POST TOP SIGN HOLDER				\$
SNS CROSS BRACKET				\$
PAVEMENT/CONCRETE MOUNT STUB				\$
TYPE OF MATERIAL	SIZE	DESIGNATION	NOTE	COST (EA)
STOP SIGN	30X30	R1-1		\$
STOP SIGN	36X36	R1-1		\$
YIELD SIGN	30X30	R1-2		\$
YIELD SIGN	36X36	R1-2		\$
ALL WAY PLATE	18X6	R1-3P		\$
STATE LAW STOP FOR PEDESTRIANS	12X36	R1-6a		\$
REGULATORY SIGNS	24X18	RECTANGLE		\$
REGULATORY SIGNS	24X24	RECTANGLE		\$
REGULATORY SIGNS	24X30	RECTANGLE		\$
REGULATORY SIGNS	30X12	RECTANGLE		\$
REGULATORY SIGNS	30X30	RECTANGLE		\$
REGULATORY SIGNS	30X36	RECTANGLE		\$
REGULATORY SIGNS	36X36	RECTANGLE		\$
REGULATORY SIGNS	12X12	R8		\$
REGULATORY SIGNS	12X18	R7		\$
WARNING SIGNS	30X30	DIAMOND		\$
WARNING SIGNS	36X36	DIAMOND		\$
WARNING SIGNS	24X12	RECTANGLE		\$
WARNING SIGNS	38X18	RECTANGLE		\$
WARNING SIGNS	24X30	RECTANGLE		\$
WARNING SIGNS	24X18	RECTANGLE		\$
WARNING SIGNS	12X9	RECTANGLE		\$

GUIDE SIGNS	9X30	SNS		\$
GUIDE SIGNS	9X36	SNS		\$
GUIDE SIGNS	9X42	SNS	w/NO OUTLET	\$
<b>TYPE OF MATERIAL</b>	<b>SIZE</b>	<b>DESIGNATION</b>	<b>NOTE</b>	<b>COST (EA)</b>
GUIDE SIGNS	24X18			\$
GUIDE SIGNS	10X27			\$
OBJECT MARKER	4X8			\$
OBJECT MARKER	18X18			\$
OBJECT MARKER	12X36	OM3		\$
SCHOOL	30X30	S1-1		\$
SCHOOL	24X8			\$
SCHOOL	12X36			\$
SCHOOL	24X10			\$
<b>TYPE OF MATERIAL</b>	<b>SIZE</b>	<b>DESIGNATION</b>	<b>NOTE</b>	<b>COST (EA)</b>
DELINIATORS	36"		W/CURBING	\$
PAVEMENT MOUNT SIGN HOLDER	36"	R1-6a	FOR 12X36 CROSSWALK	\$
TOTAL COST				\$

**BID  
SUMMARY**

**BASE BID AMOUNT** \_\_\_\_\_

**TOTAL BID AMOUNT**  
\_\_\_\_\_

**TOTAL BID AMOUNT IN WORDS**  
\_\_\_\_\_

**BID PRICE  
CERTIFICATION**

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within one hundred and fifty (150) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

COMPANY\_\_\_\_\_

ADDRESS\_\_\_\_\_

AUTHORIZED SIGNATURE\_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

PRINT / TYPE NAME\_\_\_\_\_

**EXHIBIT D**  
**TO CONTRACT AGREEMENT**  
**CERTIFICATION OF CONTRACTOR**  
**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

I hereby certify that I am a principal and duly authorized representative of \_\_\_\_\_, ("Contractor"), whose address is \_\_\_\_\_.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Contract Agreement if the Contractor has 500 or more employees.

Contractor has:

- \_\_\_\_\_ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];
- \_\_\_\_\_ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008];  
or
- \_\_\_\_\_ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Contract Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Contract Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT E**  
**TO CONTRACT AGREEMENT**

**CERTIFICATION OF SPONSOR  
DRUG-FREE WORKPLACE  
(Bidder to sign and return)**

I hereby certify that I am a principal and duly authorized representative of \_\_\_\_\_, ("Contractor"), whose address is \_\_\_\_\_, \_\_\_\_\_, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, \_\_\_\_\_ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

**CONTRACTOR:**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT F TO CONTRACT AGREEMENT**

### **INSURANCE REQUIREMENTS**

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.
7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-

renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: The City of Sandy Springs, 1 Galambos Way, Sandy Springs, Georgia 30328.

## **EXHIBIT G TO CONTRACT AGREEMENT**

### **NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to the Contractors under the Contract until the Contractor complies, and/or
  - (b) Cancellation, termination or suspension of the Contract, in whole or in part.

6.       Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

## **APPENDICES**

### **1. AFFIDAVITS**

Affidavit Verifying Status for City Public Benefit Application

Contractor Affidavit Under O.C.G.A. §13-10-91(b)(1)

### **2. CORPORATE CERTIFICATE**

### **3. BONDS**

### **4. LIST OF SUBCONTRACTORS**

### **5. CERTIFICATE OF QUALIFICATION GEORGIA DEPARTMENT OF TRANSPORTATION**

**Affidavit Verifying Status  
for City Public Benefit Application  
(Bidder to sign and return)**

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) \_\_\_\_\_ I am a United States citizen

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\*Alien                      Registration                      number                      for                      non-citizens

**\*\*PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below

\_\_\_\_\_

## **Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

**(Bidder to sign and return)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

---

Federal Work Authorization User Identification Number

---

Date of Authorization

---

Name of Contractor

---

Name of Project

---

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

---

Signature of Authorized Officer or Agent

---

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_

---

NOTARY PUBLIC

My Commission Expires \_\_\_\_\_

## CORPORATE CERTIFICATE

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that \_\_\_\_\_ who signed said bid in behalf of the Contractor, was then (title) \_\_\_\_\_ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of \_\_\_\_\_ Georgia \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 2019.

(Seal)

\_\_\_\_\_  
(Signature)

**BID BOND**  
**(BID BOND TO BE RETURNED WITH BID)**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)\_\_\_\_\_

(Address of Contractor) at

\_\_\_\_\_  
(Corporation, Partnership and or Individual) hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Sandy Springs Georgia  
1 Galambos Way, Sandy Springs, GA 30328

herein after referred to as Obligee, in the penal sum  
of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of  
the United States, for the payment of which sum well and truly to be made, we bind ourselves,  
our heirs, executors, administrators and successors, jointly and severally, firmly by these  
presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Sandy Springs,  
Georgia, a proposal for furnishing materials, labor and equipment for:

**ITB 19-034 Traffic Sign Maintenance and Emergency Road Closures**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified  
Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the  
Principal shall within ten days after receipt of notification of the acceptance execute a Contract  
in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and  
manner required by the City of Sandy Springs, Georgia, and execute a sufficient and satisfactory  
Performance Bond and Payment Bond payable to the City of Sandy Springs, Georgia, each in an  
amount of 100% of the total Contract Price, in form and with security satisfactory to said the City  
of Sandy Springs, Georgia, and otherwise, to be and remain in full force and virtue in law; and

the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Sandy Springs, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1, et. seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof. Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Principal)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST

BY: \_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A Corporation of the State of \_\_\_\_\_ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Sandy Springs, Georgia  
1 Galambos Way, Sandy Springs, GA 30328

hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated for:

### ITB 19-034 Traffic Sign Maintenance and Emergency Road Closures

NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed hereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including but not limited to, O.C.G.A. § 36-91-1 et. seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Principal)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

(Surety)

ATTEST BY:

\_\_\_\_\_  
Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal)  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a Corporation of the State of \_\_\_\_\_ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Sandy Springs Georgia  
1 Galambos Way, Sandy Springs GA 30328

hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract herein after referred to in the full and just sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract hereto attached, with the Obligee, dated \_\_\_\_\_ for:

### **ITB 19-034 Traffic Sign Maintenance and Emergency Road Closures**

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished

or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed there under shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed there under.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within One Hundred and Twenty (120) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1, et. seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Principal)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Witness to Principal)

(Address)

\_\_\_\_\_  
(Address)

ATTEST

\_\_\_\_\_  
(Surety)

BY:

\_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

## MAINTENANCE BOND

CITY OF SANDY SPRINGS, GEORGIA  
PROJECT NO: FULTON COUNTY, GEORGIA

\_\_\_\_\_  
BOND NO:

KNOW ALL MEN BY THESE PRESENTS That we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the CITY OF SANDY SPRINGS, GEORGIA, as Obligee in the sum of 1/3 of the contract bid for the payment of which said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the City of Sandy Springs for

### **ITB 19-034 Traffic Sign Maintenance and Emergency Road Closure**

and said work has now been completed and the Obligee desires a maintenance bond guarantee said streets and improvements for a period of one (1) year beginning \_\_\_\_\_ and ending \_\_\_\_\_.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall fully indemnify and save harmless the City of Sandy Springs from any and all loss, costs, expenses or damages, for any repairs or replacements required because of defective workmanship or materials in said construction, then this obligation shall be null and void; otherwise to be and remain in full force and effect as to any such claim arising within one (1) year from the completion of said construction as set forth in said agreement.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Witness:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Name of Surety. Company)

\_\_\_\_\_  
(Attorney-in-fact)

## **LIST OF SUBCONTRACTORS**

**(Bidder to complete and return)**

I do \_\_\_\_\_, do not \_\_\_\_\_, propose to subcontract some of the work on this project. I propose to

Subcontract work to the following subcontractors:

Company Name: \_\_\_\_\_